

The complaint

Mr A has complained that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY ("NatWest") mis-sold him a fee-paying Advantage Gold account in 2011.

Mr A says that he was speaking to someone in branch about overdraft and credit options, as he had a bad credit rating at the time, and was told that the Advantage Gold account would help him get credit with NatWest.

The Advantage Gold account was later rebranded as a Select Platinum account in 2015. For the purposes of this complaint, the change in account name in 2015 is seen as a continuation of the existing packaged account.

What happened

NatWest issued its final response on 28 February 2025 and concluded that Mr A had complained outside of the relevant time rules.

After Mr A referred his complaint to this service. One of our investigators looked into the complaint and they concluded that the case was one that this service *could* look into and subsequently NatWest agreed.

The investigator then assessed the merits of the complaint and they were unable to conclude that the packaged account was mis-sold.

As Mr A didn't accept the investigator's assessment, the matter was referred for an ombudsman's decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

We've explained our approach to complaints about packaged accounts on our website and I've used that to help me decide this complaint. And having taken everything into account, I don't uphold this complaint. I will explain why.

When considering whether the packaged account was mis-sold, I've started off by considering if Mr A was given a fair choice. Mr A recalls being told that taking out the Advantage Gold account would improve his chances of obtaining credit. But he's not said anything to suggest the account was presented to him as being the only option available to him, or that fee-free accounts weren't available.

So based on the evidence I have seen, I'm satisfied that Mr A was likely given a fair choice in agreeing to take out the packaged account.

Mr A says that the account was recommended to him. Whereas NatWest says that it's sales practices at the time were that packaged accounts were sold on a non-advised basis. To help me decide whether I think advice was given, I've reviewed the documentation that was completed at the time of the sale.

During the sale I can see that a sales illustrator was completed. In this, a tick or cross was placed next to the various benefits – depending on whether Mr A was identified as being interested in them or not. I can see that it was established that Mr A may have a need for some of the benefits (albeit not all of them). But, other than checking if Mr A was interested in some of the products included with the packaged account, I can't see that NatWest assessed Mr A's specific needs and circumstances, nor can I see that a personalised recommendation was issued. So based on what I have seen I think it was likely sold on a non-advised basis.

This means NatWest didn't have to check if the account was right for Mr A. But it was required to provide Mr A with important information about the account so that he could make an informed decision about whether to have the account.

The main point that Mr A has made is that, he says he was told that taking out an Advantage Gold account (instead of a standard fee-free account) would improve his chances of obtaining credit. Other than Mr A's recollections from the sale, none of the sales documents suggest that Mr A's ability to obtain credit was discussed.

Nonetheless, Mr A has provided evidence that, only the day before he agreed to the account, he'd completed an income and expenditure statement with a credit counselling service. I understand this was done as a precursor to setting up repayment plans with his different creditors. Apart from a sizeable discrepancy between what he told NatWest he earned on a monthly basis, and his monthly income declared to the credit counselling service, it does look like Mr A had a number of creditors that he needed to repay. So I can see why, given his circumstances at the time, improving his chances of obtaining credit may've been an important consideration for Mr A.

However, looking at the documentation from NatWest, I can't see that Mr A did then go on to apply (either successfully or unsuccessfully) for any credit with NatWest shortly after the sale, or in the years that followed. But in my view, if it was the case that Mr A agreed to pay £12.95 every month, simply to improve his credit score, then I would've expected Mr A to have either gone on to apply for credit, or failing that, to have downgraded the account once obtaining credit was no longer an immediate priority for him. But I can't see that he did either, and instead Mr A chose to keep the packaged account for around 14 years. So, in my view, Mr A's actions don't seem to correlate with the reasons why he says he agreed to the account.

Furthermore, the Advantage Gold account at the time included things such as preferential interest rates on loans, credit cards and overdrafts. Plus, the sales documents indicate that Mr A may have had a need for some of the insurance benefits, such as mobile phone insurance and car breakdown cover.

So, when weighing everything up – including Mr A's testimony and the evidence from the time, I think it's just as likely (if not more so) that Mr A agreed to the account because he was attracted to the package of benefits it provided, rather than because he was misled into thinking it would improve his credit score. So on balance, I haven't seen enough to persuade me that Mr A was given misleading information and this led to him unnecessarily agreeing to a packaged account that he didn't want.

The documentation from the time of the sale indicates that Mr A was made aware of the key features of the account during the sale. It also appears that he was given various documentation, including the insurance benefits' key facts documents. And it looks like NatWest contacted Mr A about his account over the years he held it, some of which included reminders to check that the account was still suitable for his circumstances. So I think Mr A had a good appreciation about what he was agreeing to and what benefits were included with the account.

Given the amount of benefits included with the account, I accept it's possible that Mr A might not have been given all of the important information about all of the features included with

the account, during the sale. But, having said that, I've not seen anything about his circumstances at the time, that makes me think that Mr A would've been put off from agreeing to the account, had he been given even more information about the benefits.

So taking everything into account, I'm unable to conclude, albeit on balance, that the Advantage Gold account was mis-sold to Mr A.

My final decision

Because of the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 1 August 2025.

Thomas White
Ombudsman